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beneficiary of the policies, sued the defendant for the proceeds. *Held*, that she could recover, as the assignment did not of itself change the beneficiary. *Anderson v. Broad Street National Bank* (1918, N. J. Eq.) 105 Atl. 599.

It seems clear that an assignment of a policy transfers the powers and rights thereunder and vests them in the assignee. See (1918) 27 YALE LAW JOURNAL, 1083. But the principal case is sound in holding an assignment not to be of itself an exercise of the power to change the beneficiary. For a distinction between the various powers of the holder of a policy, see (1919) 28 *ibid.*, 603.

STATE LIABILITY TO SUIT—INJUNCTION AGAINST TORT—STATE WILL NOT BE ENJOINED FROM BOMBING PRACTICE IN AVIATION SCHOOL.—The owner of a farm in Germany sought to enjoin the Government from practicing bomb dropping in a neighboring aviation school, which practice he claimed endangered his workmen and interfered seriously with his use of the farm. *Held*, that the injunction could not be granted. *Oberlandesgericht Koenigsberg*, Sept. 20, 1917, printed in (1918) 45 Clunet, 1294.

The court concluded that bombing was an exercise of the sovereign military power and that the farm might be considered as requisitioned for military purposes during the bombing practice. If the farmer was injured the court said he might bring an action against the state for damages. In the United States, neither an injunction nor damages could probably be obtained in a similar case, because the injury, if any, arises out of tort. The line of division between the appropriation of private property for the public use and the uncompensated injury by the state to which all private property is subject, is not clear and will doubtless continue to be worked out empirically. See *Langford v. United States* (1879) 101 U. S. 341; *United States v. Great Falls Mfg. Co.* (1884) 112 U. S. 645, 5 Sup. Ct. 306; *United States v. Lynah* (1903) 188 U. S. 445, 23 Sup. Ct. 349.

TORTS—MENTAL SUFFERING—DELAY IN TRANSPORTING DEAD BODY.—Owing to the negligence of the defendant, the body of the plaintiff's deceased father was not placed on a certain train. As a result, it was necessary to postpone the funeral four hours, which postponement caused the plaintiff to suffer a severe mental and nervous shock from which she did not recover for several days. *Held*, that there could be no recovery, as there was no physical tort resulting in injury to person or purse. *McNeal v. Seaboard Air Line Ry.* (1919, Ga.) 98 S. E. 409.

For a discussion of the right to recover for mental suffering where there is no "physical invasion" of the plaintiff's rights, see (1919) 28 YALE LAW JOURNAL, 508. On mental suffering generally, see RECENT CASE NOTES, p. 707, *supra*.

TRUSTS—EXPECTANCY—SUBJECT OF EXECUTION.—Realty was conveyed to a trustee who, upon the death of the grantor, was to convey to the heirs of the grantor. The trustee was empowered, if he so desired, to reconvey to the grantor at any time, and terminate the trust. While the grantor was alive, his daughter conveyed her interest under this trust to her husband. The plaintiffs, judgment creditors of the husband, sought to subject the interest to their lien. *Held*, that the interest of the husband was a mere expectancy and not subject to execution. *Doctor v. Hughes* (1919, N. Y.) 122 N. E. 221.

The court reasoned that the direction to convey to the settlor's heirs was equivalent to the reservation of a reversion, not to the creation of a remainder; they would take, if at all, by descent and not by purchase; and their interest was subject to be barred by deed or will. They thus had, during the settlor's life, a